

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

INTERLOCAL PROJECT AGREEMENT

This Interlocal Project Agreement (“Project Agreement”), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapters 251.012 and/or 251.015 of the Texas Transportation Code, between Fort Bend County, Texas, (“County”) a body corporate and politic, acting by and through its Commissioners Court and the Pecan Grove Municipal Utility District (“District”) a county, municipality, special district, or other political subdivision (including a corporate or political Local Government organized under State law), acting by and through its board.

In consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

I.

BASIC TERMS

A. This Project Agreement is entered into pursuant to the Primary Interlocal Agreement (“Primary Agreement”) previously agreed to by the parties on July 5, 2011. The terms of that Primary Agreement are incorporated into this Project Agreement by reference for all purposes as if they were set forth herein word for word.

B. County, by and through its Commissioners Court, hereby affirmatively finds that Fort Bend County will receive a benefit by providing assistance to the District in the construction of a sidewalk on the south side of Plantation Drive between Bittersweet Drive and the District’s levee (“Project”).

C. County, by and through its Commissioners Court, hereby affirmatively finds that the Project serves a public purpose.

D. County, by and through its Commissioners Court, hereby affirmatively finds that County is specifically authorized by law to individually and independently construct the Project on its own.

E. District, by and through its Board, hereby affirmatively finds that District is specifically authorized by law to individually and independently construct the Project on its own.

F. County and District agree that, in performing the governmental functions contemplated in this Agreement or in paying for the performance of those governmental functions, each party will make that performance or those payments from current revenues legally available to that party.

G. County and District affirmatively find that the performance of this Project Agreement is in the common interest of both parties, that undertaking this Project Agreement will benefit the public and that the division of costs associated with the Project fairly and adequately compensate the performing party for its services or functions performed under this Agreement.

H. Neither County nor District intends for any third party to obtain a right by virtue of this Project Agreement.

I. District agrees that County is relying upon District for notice to proceed with this Project, but that County shall not be required to perform this Project Agreement within any time limit.

J. County and District understand and agree that County is an Independent Contractor and that at no time will County's employees, agents or assignees be deemed for any purpose to be employees or agents of District.

K. County and District understand and agree that District is an Independent Contractor and that at no time will District's employees, agents or assignees be deemed for any purpose to be employees or agents of County.

II.
PURPOSE

The purpose of this Project Agreement is to memorialize the terms upon which the County will provide assistance to the District for the construction of a sidewalk on the south side of Plantation Drive between Bittersweet Drive and the District's levee.

III.
TERM

The term of this Project Agreement will be from the date of execution by the last party hereto until midnight on September 30, 2017 or until the Project is completed, whichever is sooner. However, before the start of construction, either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party. Upon termination, the District shall refund all unused amounts provided by the County under this Project Agreement within thirty (30) days of said notice of termination.

IV.
PROJECT DESCRIPTION

The Project contemplated by this Project Agreement is described as the construction of a concrete sidewalk on the south side of Plantation Drive between Bittersweet Drive and the District's levee, and the designation of a pedestrian crosswalk across Plantation Drive at the top of the levee.

V.
PROJECT LOCATION

The location for the Project is on the south side of Plantation Drive between Bittersweet Drive and the District's levee within the Pecan Grove Subdivision, ("Project Site").

VI.
SCOPE OF WORK

DISTRICT'S RESPONSIBILITIES:

A. The District is responsible for managing the design and overseeing the construction, including but not limited to construction materials testing, completion of the Project, and complying with the applicable state and federal laws.

B. This District shall notify County of its initiation of construction within ten (10) calendar days of the date of contractor's mobilization to the Project Site to start construction.

C. The District shall submit reports to the County describing in sufficient detail the progress of the Project. These reports shall be submitted to County at increments agreed to between the parties as appropriate for the various phases of the Project. Reports received by the District from contractors detailing the progress of the Project shall suffice for the requirements of this section, so long as the District has reviewed such reports and confirmed accuracy of the contractor's report.

D. During the work on the Project, the District shall make documents, maps, plats, records, photographs, reports, and drawings pertaining to the Project available for County's review. District shall allow County to inspect the work in progress to ensure compliance with County standards, regarding completed backfill, concrete forms and reinforcing and concrete pour, provided that County does not interfere with the work.

E. Upon completion of the Project, but no later than thirty (30) calendar days after, the District will furnish the County with a full accounting of the funds expended on the Project and an electronic copy of the record drawings showing the Project as constructed. The County Auditor may review the District's records regarding this Project.

F. If, after completion of Project, there are funds remaining and/or savings from the Project, District shall return such funds to County within thirty (30) calendar days of County's acceptance of full accounting required above.

COUNTY'S RESPONSIBILITIES:

A. During the work on the Project, County shall have the right to review all documents, maps, plats, records, photographs, reports and drawings affecting the construction and to inspect the work in progress, provided however, that in conducting such inspections, County shall not interfere with the work in progress. Any deficiencies noted by County shall be brought to the attention of the District and the deficiencies shall be promptly addressed by District.

B. The County agrees to provide funding in the amount of \$15,030.00 as a contribution of fifty percent (50%) of the construction cost of the Project ("County's Construction Contribution"). The County will forward the County's Construction Contribution upon final execution of this Project Agreement.

C. In addition to the County Construction Contribution, County agrees to provide all necessary signage and striping modifications related to the Project.

D. County shall have the right to participate in the final inspection of the Project to ensure compliance with County standards.

E. Upon completion of the one-year warranty period after completion of the Project, and successful inspection by the County, County will accept the Project into its maintenance system. County's standard bonding requirements shall be waived as a condition of the District's obligation and continued compliance with County's Regulation of Subdivisions throughout construction of the Project until acceptancy by the County.

VII.
MISCELLANEOUS

- A. By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- B. Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- C. District agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys' Office was offered solely to benefit its client; District and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- D. The Road Commissioner of Fort Bend County, at his sole discretion, shall decide any and all questions that may arise as to the interpretation of this Agreement and any and all questions as to the acceptable fulfillment of this Agreement.
- E. It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.
- F. Notices, correspondence, and all other communications shall be addressed as follows:

If to Fort Bend County:

Fort Bend County
Attn: County Judge
301 Jackson
Richmond, Texas 77469

If to Pecan Grove Municipal Utility District:

Allen Boone Humphries Robinson LLP
Attn: Jane Hawke Miller
3200 Southwest Freeway, Suite 2600
Houston, TX 77027

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IN WITNESS WHEREOF, the parties have executed this Project Agreement on the dates indicated.

FORT BEND COUNTY:

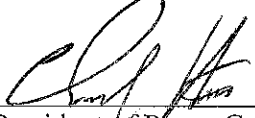
Robert Hebert, Fort Bend County Judge

Date

Attest:

Laura Richard, Fort Bend County Clerk

Pecan Grove MUD:

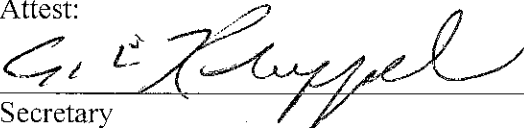


President of Pecan Grove MUD

July 25, 2017.

Date

Attest:



Secretary

REVIEWED:



Marc Grant
Fort Bend County Road Commissioner

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of \$15,030.00 to accomplish and pay the obligation of Fort Bend County under this Project Agreement.

Robert Ed Sturdivant, Fort Bend County Auditor